

Exhibit 3



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FROM MMAFA

UFC INCREASES PRESSURE—CONTACTING FIGHTERS DIRECTLY

by Rob Maysey

As I initially wrote about here, the UFC is ambitiously attempting to enter the merchandising arena by essentially stripping fighters of all rights to their likeness, in perpetuity. Multiple sources have indicated that UFC officials are now sending letters to fighters who have not yet signed the Merchandising Rights Agreement. The letter warns fighters that if they do not return the executed Merchandising Rights Agreement by the end of the week, the offer will be rescinded, and the fighter will not be included in the UFC's licensing program. Even more outrageous, UFC officials are directly contacting fighters, instead of the fighters' selected agents. Fighters are told that they are hearing only one side of the story from their selected representatives, and that the UFC's Merchandising Rights program really is a great deal. By not signing the Merchandising Rights Agreement, fighters are told they are leaving money on the table. The UFC likes to compare itself to league sports, as do many members of the media. In all other leagues, such direct contact with an athlete represented by an agent is blatantly unethical. Such fighters have selected agents with reason—they trust and respect the counsel provided. Attempts to circumvent this representation by first pressuring, and then contacting in an attempt to engage in dialogue reeks of bad faith. Beware. Fighters—speak to your agents. Rob Maysey is a licensed attorney in the states of Arizona, California, and Minnesota. He received his BA in Politics from Whitman College and his JD from Cornell Law School. He has followed the sport of mixed martial arts closely since being introduced to Brazilian jiu-jitsu...

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DRUG TESTING, LIVES, AND CAREERS:

by Rob Maysey

A Suggestion for the California State Athletic Commission. On July 19, 2008, the Affliction promotion held their debut card in Anaheim, California. The following week, on July 26, 2008, EliteXC held its second "Saturday Night Fights" in Stockton, California. After an initial round of testing for performance enhancing and other illicit drugs was completed, one fighter was suspended by the California State Athletic Commission ("CSAC"). On August 1, 2008, Bill Douglas, the Assistant Executive Officer of CSAC, informed MMAweekly that additional positive results would be announced, no earlier than August 11, 2008, after the initial round of testing indicated additional fighters tested positive for banned substances.¹ The news spread like wildfire across the internet, throughout the MMA blog world, news sites, and online message boards. CSAC also released the names of eight fighters for each of the Affliction and ProElite cards who had already been tested and cleared of illicit drug use. Finally, Mr. Douglas announced that the remaining results would likely be announced on August 11, 2008. This last announcement created a virtual frenzy, as fans and media members alike anxiously awaited the release, and watched it appear across news sites virtually simultaneously. Testing results, however, should not be treated as a staged event designed to obtain maximum anticipation and media coverage. The careers, reputations and lives of many athletes are negatively impacted, unnecessarily, by CSAC's current disclosure policy. With twenty-two (22) fighters appearing on the EliteXC card, and twenty (20) fighters on the Affliction card, fans quickly utilized the disclosures made by CSAC to eliminate those fighters whose results had already been revealed. A total...

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BILLION-DOLLAR UFC ENTERS MERCHANDISING IN BIG WAY: GOOD DEAL FOR FIGHTERS?

by Rob Maysey

Marketing Rights Agreement Highlights In exchange for granting Zuffa the Merchandise Rights, a fighter is entitled to (i) ten percent (10%) of gross revenue for sales of Licensed Merchandise completed by Zuffa, and (ii) twenty percent (20%) of gross revenue for royalties and/or license payments received from third parties. The Agreement grants Zuffa an exclusive license prohibiting even the sale of autographed photographs! The Agreement operates to strip even the fighter himself of the opportunity to profit on his own Identity in the marketplace. Not only are fighters being asked to sign an agreement that grants likeness rights to Zuffa on a worldwide, exclusive basis (to the exclusion, incredibly, of even the fighter himself), the term of the Agreement is forever. The term of the Agreement lasts forever, and the Marketing Rights for fighter are held by Zuffa even after a fighter is cut! The Agreement requires a fighter to make up to Six (6) appearances per year, and each of the appearances may be required of the fighter for no additional compensation. The Agreement contains no audit rights which would provide a mechanism for a fighter to enforce the terms of the Agreement and to verify payments are fair. The Agreement enables Zuffa to divert royalty and licensing payments by shifting income that could be classified as a license or royalty fee entitling a fighter to payment, into a payment that is Zuffa's income alone. The Agreement requires a

fighter to warrant that all permissions have been obtained to utilize third party marks and copyrights.

The Agreement does not offer any royalty or license payments for video games and DVDs....

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